

P R E A M B L E

This agreement made this ____ day of _____, 2008 by and between the School Board of the Deerfield School District, hereinafter called the “Board”, and the Deerfield Para Educators Association, affiliated with NEA/NEA-NH, hereinafter called the “Association”.

For the Deerfield School Board:

For the Deerfield Para Educator Association

**ARTICLE I
Recognition**

- 1.1 The Board recognizes the Association as the exclusive bargaining agent for all full and part-time para educators employed by the District as defined by Public Employees Labor Relations Board in its unit certification document, Decision No. 2003-065, dated June 19, 2003 for the purpose of bargaining pursuant to RSA 273-A.
- 1.2 A full-time para educator is defined as one employed at least thirty (30) hours per week. A part-time para educator is defined as one who is contracted for less than thirty (30) hours per week. Part-time para educators do not receive benefits except as set forth herein. This article shall not deprive part-time employees who are employed as of the 2003/04 school year of any benefits they currently receive.

**ARTICLE II
Negotiations Procedures**

- 2.1 Negotiations shall be conducted pursuant to the New Hampshire RSA 273-A.
- 2.2 The Board agrees to provide the Union with such non-confidential information as it may have which is both timely requested and reasonably necessary for the Union to carry out its bargaining obligations. Such information will be transmitted electronically when possible.

**ARTICLE III
Jurisdiction and Authority of School Board**

- 3.1 The Board, subject only to the language of the Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the school district, including, but not limited to the right to select and direct employees; to determine vacancies; the qualifications

for the hiring and retention of employees; to determine standards for work; to determine the content of the job descriptions; to hire, promote, transfer, assign, and retain employees in position; and to discipline, suspend and discharge employees.

- 3.2 The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretions or authorities which, by law, are vested in them, and this Agreement will not be construed so as to limit or impair their respective statutory powers, discretions or authorities.

ARTICLE IV Association Rights

- 4.1 The local Association shall have the right to post notices of activities on bulletin boards designated for that purpose by the Administration in accordance with Board policies. The Association shall not post any material which is libelous, scurrilous or inflammatory.
- 4.2 The local Association may use school mail facilities and email according to Board policy for communications to its members concerning Association activity.
- 4.3 The local Association may have the reasonable use of school buildings during non-school hours for Association meetings, provided that any such use does not conflict with previously scheduled activities and is in accordance with applicable Board policies. The Association, by its designated representative, will notify the Administration in advance of any such meeting(s).

The Association shall pay for the costs incident to such use, including any cost associated with the use of District equipment and/or materials.

- 4.4 State and National representatives of the Association may conduct Association business in the school building, provided that notice has been given in advance to the Administration, that such business does not interfere with the operation of school programs, nor is it disruptive to the operation of the school.
- 4.5 The Association will, upon timely request, be given an opportunity at employee meetings to present brief reports and announcements.
- 4.6 The Superintendent's Office shall send a copy of school board meeting agendas and minutes to the President of the Association each month when such documents become public.
- 4.7 The Superintendent's Office will, notify the Association President monthly of any new employees hired that are covered under the bargaining unit agreement. The monthly report will contain the new employee's name, assignment, address, years of creditable experience and salary.
- 4.8 A committee of Association representatives will meet with a central office administrator and the Principal upon request by any party at a mutually agreeable time. The parties will have an equal right to submit matters for discussion. Three Association representatives will be excused from duties if such meetings occur during the school day.

ARTICLE V
Payroll Deductions

- 5 For the purpose of these negotiations, the employer agrees to deduct Association dues during the conduct of negotiations pursuant to the terms herein.
- 5.1 The Board agrees that upon receipt of written authorization thereof, signed by a staff member covered by this Agreement, it will deduct from the salary check of the staff member an amount specified by the Association to provide payment of dues for membership to the Deerfield Para Educator Association, NEA/NH.
- 5.2 The Board agrees to deduct (from employees) authorized moneys to be transmitted to annuity companies, banking institutions and credit unions.

ARTICLE VI
Conditions of Employment

- 6.1 This contract shall be construed and interpreted to be consistent with existing state and federal laws or other applicable regulations as they apply to both the employee and the employer.

6.2 DISCIPLINE

An administrator may meet with an employee at any time. A staff member shall upon request have the right to request that a local Association representative be present during a meeting called for disciplinary purposes, or for other than disciplinary purposes which become disciplinary during the course of the meeting. The parties recognized that such meetings shall not be unduly delayed because of the unavailability of a local Association representative. Evaluations, meetings to discuss the quality of work and discussions related to areas of needed improvement shall not be considered disciplinary.

6.3 EVALUATION

The Board and Association agree that the responsibility for staff evaluation rests with the administration.

- 6.3.1 A written evaluation following Board policies will be reviewed with the staff member, and signed by both the staff member and the evaluator. The signature of the staff member indicates only that the staff member has seen and reviewed the formal evaluation report, and will not necessarily indicate agreement with it. A staff member who disagrees with an evaluation will be given the opportunity to submit a rebuttal, in writing, to be attached to the evaluation document.
- 6.3.2 Classroom teachers shall not evaluate bargaining unit employees. An employee shall be given a copy of the year-end evaluation report by his/her evaluator(s) prior to a conference held to discuss the evaluation.

6.4 PERSONNEL FILES

No material shall be placed in a staff member's personnel file unless the staff member has had an opportunity to review such material. The staff member will sign the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The staff member will also have the right to submit a written answer. To the degree protected by law, these provisions do not apply to material of a confidential nature acquired by the District when initially hiring a staff member.

6.4.1 The employee shall be entitled access to his/her personnel file during business hours with a minimum 24 hours notice to the Superintendent or his/her designee. The employee may, if he/she wishes, have a representative of the Union accompany him/her during such review.

6.5 STUDENT ENROLLMENT

An employee may enroll his/her child at the Deerfield Community School for a tuition of two hundred (\$200) dollars per year. Before accepting the child, the Board will consider factors of class size and potential effect on the receiving class. Requests for such attendance will be on the basis of a single school year at a time. Continued attendance of the child will also be contingent upon adequate academic progress and school citizenship. In no case will transportation costs be incurred by the district.

6.6 COMPLAINTS

Any complaint regarding an employee which is made to any member of the Board or Administration, by a parent, student, or other person and which may be used in any manner including evaluating the employee shall be promptly investigated. The employee shall be given an opportunity to respond to the complaint in writing and the response will be attached to the complaint.

6.7 EMPLOYMENT AGREEMENTS

Individual employment agreements shall be issued annually. Employment agreements between the Board and any individual employee, hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. The specific number of hours per day and days per school year the bargaining unit employee is required to work shall be included within each employee's individual employment agreement.

6.7.1 Employees who are not going to be re-employed the following school year shall receive written notice of the action.

ARTICLE VII
Assignments

7.1 JOB DESCRIPTIONS

The Board agrees to maintain, as part of its general policy manual, job descriptions for members of the bargaining unit; said policy manual to be in the Superintendent's Office and

Principal's Office. Upon written request of the Association president, the administration will provide job descriptions pertaining to those employed under this agreement.

7.2 MEDICATION

Unless it is part of an employee's job description or an emergency, employees shall not be required to administer medication to students unless under the supervision of the school nurse or other duly authorized individual

7.3 CERTIFICATION

All members of the bargaining unit required to hold a state certification or license to perform assigned duties shall maintain such credentials in full force and effect throughout the period of employment.

7.3.1 CERTIFIED STIPEND

Instructional Assistants and tutors who receive a certificate from a state approved training program for Instructional Assistants equivalent to former N.H. CLL program or completion of current (2005) N.H. Paraeducator II certification shall receive an additional twenty (\$.25) cents per hour commencing the school year following notification of satisfactory completion of the certification program.

**ARTICLE VIII
Vacancies and Transfers**

8.1 A para-educator vacancy which exists within the District will be posted by the Principal or his/her designee for ten (10) calendar days except in cases of emergency. The vacancy notice will include the job title, general description of the position, requirements, and qualifications for the position.

8.2 Employees will have the right to an interview for vacant positions for which they are qualified provided the employee submits a written request not later than ten (10) calendar days after the date the position was posted.

8.3 When the student assigned to a one-on-one teaching assistant leaves the District, the assistant will be given first consideration for openings for which he/she is qualified and expresses written interest to the Principal, both for those that occur during the remainder of that school year until the beginning of the following school year.

8.4 In the months of July and August, notice of vacancies will be posted in each Deerfield School District building and, at the written request of the Association president, copies of these same notices will be sent to him/her at a home address.

8.5 Employees from within the bargaining unit who make timely application for vacancies pursuant to Section 8.1 shall be given preference in filling vacancies if they have necessary qualifications as determined by the school board. In the event two or more applicants with

equal qualifications (in the determination of the school board) emerge, then experience in the job and seniority in the District, in that order, will be considered.

- 8.6 Employees will be sent notice of vacancies in the months of July and August if notification is given in writing to the Superintendent's Office by June 1st.

ARTICLE IX Substitutions

- 9.1 In the case where instructional Assistants substitute for regular classroom teachers, they will receive, in addition to their regular wages, a stipend of thirty (\$30.00) dollars for a full day assignment (any portion of the day exceeding half day) and fifteen (\$15.00) dollars for a half-day assignment (any portion of a half day).
- 9.2 When a member of this bargaining unit agrees to substitute for a teacher, said agreement shall be voluntary. The administration will insure that the duties of the member of this unit and the duties of the teacher being substituted for are not in conflict.

ARTICLE X Compensation

- 10.1 The basic salaries of staff members covered by this Agreement are set forth in Appendix A which is attached to and incorporated into this Agreement.
- 10.2 Initial placement on the salary schedule shall be at the discretion of the Superintendent in accordance with the total years of experience. No new employee shall be placed on the salary schedule at a level higher than that of a current employee with the same level of preparation or related experience.
- 10.3 All members of the paraprofessional association shall be given credit on the salary schedule set forth in Appendix A for full years of outside comparable/creditable experience in any accredited and/or state approved school district, or determined by the Superintendent or his/her designee.

10.3.1 LONGEVITY

For the purpose of computing creditable years of longevity pursuant to the terms of Appendix A, employees who work more than ninety (90) school days in their initial year of hire will receive full credit for that school year in the computation of experience for longevity payment.

10.4 OVERTIME

Hours worked in excess of forty (40) per week shall be paid at one and one-half (1½) times the employee's regular rate of pay. Overtime must have the prior written approval of the bargaining unit member's supervisor.

10.5 PRIVATE AUTOMOBILES

Bargaining unit member who are authorized by the Board to use private automobiles for school business will be reimbursed at the rate allowed by the Internal Revenue Service.

10.6 ONE-ON-ONE ASSISTANTS

One-on-one assistants will receive an additional stipend of fifty (\$.50) cents per hour while so assigned.

10.7 SPECIAL EDUCATION BUS MONITOR

Bargaining unit members who are assigned as monitors on the morning and/or afternoon Special Education (SPED) bus shall receive a stipend of one (\$1.00) dollar for each morning or afternoon assignment.

10.8 METHOD AND TIME OF SALARY PAYMENT

Members of the bargaining unit will receive their first paycheck no later than the second Friday of the school year, provided the school year begins in September. Bargaining unit members may elect to receive their salary in either twenty-six (26) or twenty-one(21) bi-weekly installments. Bargaining unit members being paid by the twenty-six (26) installment method will receive a final payment consisting of the equivalent of five (5) bi-weekly salary payments in a lump-sum payment in June of the school year. Bargaining unit members must indicate in writing that they wish to receive their pay by the twenty-six (26) check method no later than August 1 of that school year. Those not indicating such a choice will be automatically placed on the twenty-one (21) payment plan.

**ARTICLE XI
Leave Benefits**

11.1 SICK LEAVE

Sick leave shall be available for use in case of illness or disability for the staff member. Each bargaining unit member shall be entitled to paid sick leave yearly, earned at a rate of one (1) day per month of employment and cumulative to **seventy (70)** days total and calculated on a pro rata basis for those working less than full time as defined. After the first year of employment, the total annual number of days to be earned will be available to employees at the beginning of the school year.

- 11.1.2 Each September, bargaining unit members shall be notified in writing of their available sick leave. To be eligible for payments under this Article, a bargaining unit member may be required to furnish proof of illness or disability. Those employed less than one hundred eighty (180) days per year, six (6) hours per day under this agreement shall accumulate sick leave on a pro rata basis.

11.2 FAMILY ILLNESS

Recognizing that illness in the immediate family of a bargaining unit member (as defined under Article 10.3 of this Agreement) may occur at any time, up to five (5) days from available paid sick leave per year may be used for the caretaking of a family member. This benefit may be applied to the care of a newborn infant or newly adopted child. The right to use personal sick leave for family illness shall not be cumulative.

11.3 SICK LEAVE BANK

The Board agrees to maintain a sick leave bank to cover members of the bargaining unit in the event of a long-term illness. After the first year, each employee wishing to be covered agrees to donate one (1) day from the ten (10) days he/she is allowed to accrue in a one year period to be deposited in said bank, such day to be deducted from the paraprofessional's annual sick leave. Participating employees may voluntarily donate additional days, up to five (5) days per year.

11.3.1 The donated sick days will be deposited at the start of the school year up to a maximum of one hundred fifteen (115) days. Thereafter, participating employees will no longer donate days annually until the bank is depleted to twenty-five (25) days or less.

11.3.2 A member will become eligible to request extended benefits from the sick leave bank after incapacitating illness or disability, provided he/she has exhausted all of his/her accrued sick leave. Upon presentation of medical evidence of disability, impending disability, or illness, a member may be granted additional days of sick leave. The sick leave bank will be administered by a five (5) person committee consisting of one (1) Board member, the Principal and three (3) members of the Association appointed by the President.

11.3.3 The Superintendent's Office will keep a master record of the sick bank and will provide the Association with a copy of the record upon request. The Association will report status of used bank time to the Superintendent's Office monthly.

11.3.4 Decisions under this item are not subject to the grievance procedure.

11.4 PERSONAL LEAVE

At the beginning of every school year, each bargaining unit member employed one hundred eighty (180) days per year, six (6) hours per day shall be credited with three (3) paid days to be used for matters that cannot be accomplished at another time or on another day. Any bargaining unit member planning to use a personal day or days shall notify his/her supervisor at least twenty-four (24) hours in advance when possible. The employee shall certify that the leave is for matters that cannot be accomplished at another time or on another day but otherwise shall not be required to reveal the purpose of such leave. Personal days may not be used for vacation or recreational purposes and may not be taken solely to extend a vacation or holiday. Personal days are not cumulative. Those employed less than one hundred eighty (180) days per year, six (6) hours per day under this Agreement shall receive personal leave on a pro rata basis.

11.5 BEREAVEMENT LEAVE

Recognizing that bereavement and issues surrounding personal loss are part of bargaining unit members' lives, bargaining unit members will be granted bereavement leave. Upon request, a limit of three (3) days, with pay, will be allowed per member. Additional days are allowed (per situation or situations) at no pay upon a member's request to the principal.

11.6 PROFESSIONAL LEAVE

Requests for professional leave shall be initiated through the bargaining unit member's supervisor or the building Principal. Allowance of professional leave shall be with the prior recommendation of the Principal and approval of the Superintendent.

11.7 CHILD BEARING/ADOPTION LEAVE

It will be the duty and responsibility of the bargaining unit member to notify the School Board via the Principal/Superintendent of a need for leave due to pregnancy or impending adoption.

11.7.1 A bargaining unit member who is pregnant may continue in active employment until as late into her pregnancy as she desires, provided she can fulfill all of her normal professional responsibilities and with the written approval of her attending physician. A written approval from the physician stating that she can resume her normal professional responsibilities is also required.

11.7.2 Any portion of a leave by a bargaining unit member resulting from medical disability due to pregnancy, miscarriage or childbirth and verified in writing by a physician may be charged to her available sick leave, and she will be compensated, therefore.

11.7.3 The bargaining unit member requesting child rearing/adoption leave will consult with the Principal to determine a date for commencement of leave and return. Factors considered will be the physician's recommendations, the health of the mother and health of the child, and what would be least disruptive to the classroom and students. These dates may be altered by agreement of both parties.

11.7.4 If approved leave time includes less than ninety (90) work days in any one school year, the bargaining unit member shall be given credit on the salary schedule for that year, so long as the bargaining unit member's contract was originally for at least one hundred (180) days. During any unpaid leave the bargaining unit member, at his/her expense, may continue participation in District insurance programs for which he or she is eligible except as otherwise set forth in this Collective Bargaining Agreement.

11.75 OTHER LEAVES

Further leave, paid or unpaid, may be granted at any time by the School Board upon such terms and conditions as the Board may determine. Leaves of absence may be extended by the Board at its sole discretion.

11.8 FAMILY AND MEDICAL LEAVE ACT

Separate from leaves granted under the dictates of the Family and Medical Leave Act, family leave of up to one (1) calendar year may be granted without pay or other benefits to a paraprofessional with at least two (2) years service to the Deerfield School District, at the discretion of the School Board.

11.8.1 Family leave will be for the purpose of caring for a family member. Insurance benefits will be available at the group rate at the full expense of the paraprofessional. The paraprofessional will request such leave from the School Board at least sixty (60) days prior to the date on which the leave is to commence, except in case of emergency. Subsequent family leaves may be granted at the discretion of the School Board.

11.9 ASSOCIATION LEAVE

Subject to verification by the Association President, the bargaining unit shall be entitled to two (2) days per year of paid leave for Association business.

**ARTICLE XII
Grievance Procedure**

12.1 DEFINITION

For purposes of this Agreement, a grievance shall mean an allegation by a staff member that this Agreement has been violated.

12.2 PURPOSE

The parties acknowledge that it is more desirable for a staff member and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing. The written grievance shall state the alleged violation of this Agreement, and the relief which is being sought. See Appendix B for grievance form to be utilized.

12.3 RIGHT OF REPRESENTATION

A staff member shall, upon reasonable prior request, have the right to have an Association representative present during any step of this procedure, provided that such Association representative is available in a timely manner.

12.4 GRIEVANCE PROCEDURE

12.4.1 All references herein to “days” shall mean school days, unless otherwise especially indicated.

12.4.2 A grievance must be initiated within fifteen (15) days of the alleged violation.

12.4.3 LEVEL ONE

Within ten (10) days of receipt of a formal grievance, the Building Principal shall meet with the grievant. Within five (5) days following this meeting, the Principal shall give his/her answer in writing. If the grievance is not settled at this level, it may be referred to Level 2 within ten (10) days from the date of receipt of the answer.

12.4.4 LEVEL TWO

Within ten (10) days of a written appeal to this level by the grievant, the Superintendent will meet with the grievant. The Superintendent shall give his/her answer to the grievant within ten (10) days of said meeting.

12.4.5 LEVEL THREE

The grievant may appeal the Level Two decision to the School Board by giving written notice to the Board Chair, through the Superintendent's Office, no later than ten (10) days from the receipt of the Superintendent's answer at Level Two. Within thirty (30) days of an appeal to this Level, the Board shall meet with the grievant and hear the facts alleged in the grievance. The Board shall issue its answer to the grievance no later than ten (10) days from the date of meeting with the grievant.

12.4.6 LEVEL FOUR

If the decision of the Board, after receipt of the Superintendent's recommendation, does not resolve the grievance, the grievant will have the sole right to appeal that decision and the matter will be submitted to advisory non-binding arbitration providing the grievant notifies the Superintendent of such request in writing within ten (10) days of receipt by the grievant of the Superintendent's decision as considered by the Board. The following procedure will be used to secure the services of an arbitrator.

- a) The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within five (5) days following the date the request for arbitration was received by the Superintendent, the American Arbitration Association will be notified by either or both parties and requested to submit a roster of persons qualified to function as an arbitrator.
- b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
- c) If the parties are unable to determine, within ten (10) days of the initial request for arbitration, a mutually satisfactory arbitrator from the second list, the American Arbitration Association may be requested by either party to designate an arbitrator.
- d) Neither the Board nor the grievant will be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.

- e) The arbitrator will limit himself/herself to the issues submitted to him/her and will consider nothing else. He/she will be bound by and must comply with all of the terms of this agreement. He/she will have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The arbitrator may award a “make whole recommendation,” but may apply no penalty payments.
- f) The Board and the aggrieved will receive copies of the arbitrator’s report. This will be accomplished within thirty (30) days of the completion of the arbitrator’s hearing.
- g) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room will be borne equally by the Board and the Association. Any other expenses will be paid by the party incurring same.

12.5 EXCLUSIONS

Management prerogatives, as listed and referenced in this Agreement as well as those listed in RSA 273-A, shall not be subject to this Grievance Procedure.

12.6 WAIVER OF GRIEVANCE

Failure at any step by the grievant to meet specified timelines shall cause the grievance to be forfeited. Failure at any step by the administration or Board to meet specified timelines shall allow the grievant to proceed to the next step of the procedure.

Notwithstanding the above, timelines contained in the Grievance Procedure may be extended, if done so in writing and by mutual agreement.

12.7 SUMMER RECESS

In the event that a grievance is filed on or after June 1, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable. During the summer recess, all time limits shall refer to normal business days (Monday through Friday, except legal holidays).

12.8 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

12.9 The parties agree that staff members covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal in presenting or appealing any grievance under this Article.

**ARTICLE XIII
Fringe Benefits**

13.1 HEALTH INSURANCE

- a) During year one (1) of employment the Deerfield School District will pay **twenty-five (25%)** percent of the premium of single, two-person or family School Care Health Insurance for any bargaining unit member working thirty (30) or more hours per week, per school year, who wishes to subscribe.
- b) During year two (2) of employment the Deerfield School District will pay **sixty-five (65%)** percent of the premium of single, two-person or family School Care Health Insurance for any bargaining unit member working thirty (30) hours or more per week, per school year, who wishes to subscribe.
- c) The Deerfield School District will pay ninety (90%) percent of a single School Care insurance plan, **eighty (80%)** percent of a two-person or family School Care plan for all other bargaining unit members working thirty (30) or more hours per week, per school year, who wish to subscribe.
- d) Bargaining unit members employed by the District as of May 7, 1997 may continue to access the same health insurance benefit available to them as of their date of hire so long as they do not voluntarily drop the coverage and other wise qualify for the benefit.
- e) Those employees working thirty-seven (37) or more hours per week on a full year contract will immediately be eligible for insurance coverage noted in level c above.

13.1.1 Only the H.M.O. and Point of Service School Care Health Insurance options are available to bargaining unit members.

13.1.2 Bargaining unit members with an insurance deduction will be able to access an IRS Section 125 plan.

13.1.3 Any eligible bargaining unit employee who received the seven hundred (\$700) dollars insurance buyout for not subscribing to health insurance benefits for the entire contract year during 1996/97 will continue to be eligible for this benefit. However, this buyout option will not be available to other bargaining unit employees or those who subsequently elect to forego the buyout benefit at any time during their employment.

Bargaining unit members who currently participate in the health plan and choose not to subscribe to a health insurance benefit for the entire contract year will receive a buyout according to the following schedule:

- a) During year one (1) of employment the Deerfield School District will pay two hundred fifty (\$250) dollars.**
- b) During year two (2) of employment the Deerfield School District will pay five hundred (\$500) dollars.**

- c) **During year three (3) and beyond of employment the Deerfield School District will pay seven hundred (\$700) dollars.**

Their payment will be made at the end of the contract year and will be subject to normal employee payroll taxes. These bargaining unit members must sign a waiver and provide proof of health care insurance coverage elsewhere.

13.2 LIFE INSURANCE

All bargaining unit members working fifteen (15) or more hours per week, per school year, are entitled to term life insurance of five thousand (\$5,000) dollars or one times their annual pay level, whichever is greater.

13.3 DENTAL INSURANCE

The Deerfield School District will pay an amount equivalent to twenty-five (25%) percent of the cost of the Single Delta Dental plan Option 3A toward single, two-person or family coverage for members in the bargaining unit that participate in the plan.

13.4 FULL YEAR CONTRACT EMPLOYEES

13.4.1 DEFINITION

- a) One who works at least thirty-seven (37) hours per week on a year-round basis.
- b) One who works for a contracted salary on a year round basis.

13.4.2 All full year contract employees, as defined above, are additionally entitled to:

- a) Immediate placement at step (c) of the Health Insurance benefit listed above to those who wish to subscribe.
- b) Dental Insurance:

A dental plan, single, 2-person, or family 85% paid by the district.

- c) Ten paid holidays, including:

New Year's Day	Labor Day
Civil Right's Day	Columbus Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving
Independence Day	Christmas

Holidays which fall on a school day must be taken at a time approved by the employee's supervisor.

- d) Vacation:

Two (2) weeks of vacation (accrued at .8333 days per month) after a full year of employment, three (3) weeks (accrued at 1.25 days per month) after five (5) full years of employment and four (4) weeks (accrued at 1.67 days per month) after ten (10) full years of employment, to be taken at a time approved by the employee's supervisor.

e) Annuity:

An annual retirement annuity in an amount equal to the sum the District would contribute to the NH State Retirement System.

ARTICLE XV
Savings Clause

If any provision of this Agreement is or shall be at any time contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substituted action shall be subjected to appropriate consultation and negotiation with the Association. In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XIV
Duration

This agreement shall become effective July 1, 2008 and shall continue in effect until June 30, 2010.

APPENDIX A

Wage Schedule

STEP	2008/09		2009/10	
	I	III	I	III
1	\$ 9.11	\$10.03	\$ 9.34	\$10.28
2	\$ 9.47	\$10.41	\$ 9.70	\$10.67
3	\$ 9.84	\$10.81	\$10.09	\$11.08
4	\$10.24	\$11.21	\$10.50	\$11.49
5	\$10.65	\$11.65	\$10.92	\$11.94
6	\$11.09	\$12.09	\$11.36	\$12.39
7	\$11.53	\$12.55	\$11.81	\$12.86
8	\$11.97	\$13.02	\$12.27	\$13.34
9	\$12.47	\$13.52	\$12.79	\$13.85
10	\$12.94	\$14.03	\$13.27	\$14.38

CATEGORIES

I = Regular Education Assistants

III = Special Education Assistants

NEW HIRES

New hires will be placed on Step 1, 2 or 3 depending upon directly-related work experience. In no case will a new hire be placed above Step 3 unless the bargaining unit agrees to make an exception.

LONGEVITY

After 5 years of service to the District: Hourly Wage X 1% X Total Years of Service

APPENDIX B

**DEERFIELD SCHOOL DISTRICT
Grievance Form**

Date: _____

Name of Grievant: _____

Nature of Grievance: It is claimed that on _____ there occurred a violation of the contract. The contract violation(s), including articles and sections claimed to have been violated, are as follows:

Description of alleged violation:

Remedy sought by Grievant:

Signature:

_____ Date _____